87 Term, 155. In the case under consideration the second, and what seems to be the better view, viz: that such property is exempted only when used by the grantee for appropriate purposes. *Stohl* v. *Association*, 58 Pac. 796, *Association* v. *Pelten*, 36 Ohio 258. The second contention would also be supported by the fact that all such exemptions should be strictly construed as they are in derogation of the equal rights of all.

TRADE NAME—DESCRIPTIVE TERMS—FULLER V. HUFF, 104 Fed. 141.—The long continued use of a trade name, even though it is descriptive of quality, can be protected by injunction and the fact that the packages were dissimilar in appearance and had the place of manufacture plainly printed on them does not take it outside of the rule of unfair competition.

This case goes further than any previous case we have seen in regard to two points. The general rule is that names descriptive of quality can not be protected as trade-marks. *Ginter* v. *Kinney Tobacco Co.*, 12 Fed. 182. This case of *Fuller* v. *Huff* makes a descriptive name which has long been used a valid trade-mark. This is in accordance with the general tendency of the day in the development of the law of trade-mark. The other point that although the use of the name was accompanied by simulation of packages and the places of manufacture printed on them was different, yet it constitutes unfair competition, seems to carry this doctrine further than previous cases. We have understood that such a general similarity in appearance as would mislead the ordinary purchaser was the best. *Lorillard Co.* v. *Pepper*, 86 Fed. 956.

VENDOR AND VENDEE—RECISSION—IMPROVEMENTS—RIGHT TO COMPENSATION—LUTOV V. BADHAM, 37 S. E. 133 (N. C.) *Held*, where a vendee has entered and placed valuable improvements on land under a parol contract to convey, and the vendor repudiates the contract and refuses to convey, the vendee or his personal representative may maintain an action to recover compensation for such improvements, and the right to such compensation exists though the vendor has obtained possession.

It seems well settled that where improvemets have been made under parol contract, compensation will be allowed for them where the party claiming is in possession. *Hedgepeth* v. *Rose*, 95 N. C. 41. The present case allows compensation after the occupant has given up possession, and in this seems to go beyond the general rule of the State. *Am. & Eng. Ency. of Law*, second ed. 16-103. The judgment seems grounded on a very liberal exercise of equitable principles.